

A RESOLUTION

05-*R*-0623

BY CITY UTILITIES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR DESIGNEE TO ENTER INTO AN APPROPRIATE CONTRACTUAL AGREEMENT WITH ROCKDALE PIPELINE, INC./INTEGRAL MUNICIPAL SERVICES JV, FOR FC-3005007840, MCDANIEL COMBINED SEWER BASIN PROJECT, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT IN AN AMOUNT NOT TO EXCEED NINETY THREE MILLION THREE HUNDRED TWENTY FOUR THOUSAND NINETY DOLLARS AND SIXTY CENTS (\$93,324,090.60). ALL CONTRACTED WORK FOR THE BASE YEAR IN THE AMOUNT OF THIRTY TWO MILLION SIX HUNDRED SIXTY THREE THOUSAND FOUR HUNDRED THIRTY ONE DOLLARS AND SEVENTY ONE CENTS (\$32,663,431.71) SHALL BE CHARGED TO AND PAID FROM FUND ACCOUNT AND CENTER NUMBERS: 2J27 (2001 WATER AND WASTEWATER BOND FUND), 574001 (FAC. OTHER THAN BUILDINGS), Q38I02659999 (MCDANIEL ST. SEWER SEPARATION) \$10,809,282.00 AND 2J28 (2004 WATER AND WASTEWATER BOND FUND), 574001 (FAC. OTHER THAN BUILDINGS), Q38I02659999 (MCDANIEL ST. SEWER SEPARATION) \$17,645,362.00 AND 2J28 (2004 WATER AND WASTEWATER BOND FUND), 574001 (FAC. OTHER THAN BUILDINGS), Q65J08209999 (MCDANIEL WATER LINE REPLACEMENT) \$4,208,787.71. THE SECOND AND FINAL YEARS SHALL BE CHARGED TO AND PAID FROM VARIOUS FUND ACCOUNT AND CENTER NUMBERS.

WHEREAS, the City of Atlanta (the "City") did advertise FC-3005007840, McDaniel Combined Sewer Basin Project on behalf of the Department of Watershed Management; and

WHEREAS, the Commissioner of the Department of Watershed Management and the Chief Procurement Officer have recommended that the FC-3005007840, McDaniel Combined Sewer Basin Project be awarded to Rockdale Pipeline, Inc./Integral Municipal Services JV; and

WHEREAS, the Department of Watershed Management will satisfy the financial obligation of FC-3005007840, McDaniel Combined Sewer Basin Project using "phased funding;" and

WHEREAS, the funding phases for the initial and subsequent years are to be appropriated as follows:

Base Year	35%
Second Year	50%
Third Year	Balance; and

WHEREAS, the Department of Watershed Management did appropriate funds for the base year in the amount of Thirty Two Million Six Hundred Sixty Three Thousand Four Hundred Thirty One Dollars and Seventy One Cents (\$32,663,431.71).

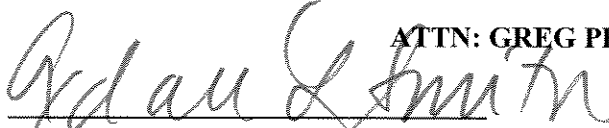
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor be and is hereby authorized to enter into agreement with Rockdale Pipeline, Inc./Integral Municipal Services JV, for FC-3005007840, McDaniel Combined Sewer Basin Project, based on unit prices in the amount not to exceed Ninety Three Million Three Hundred Twenty Four Thousand Ninety Dollars and Sixty Cents (\$93,324,090.60) to be funded in phases.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Chief Procurement Officer's Signature:


Adam L. Smith

Originating Department: Department of Watershed
Management

Contact Person: Staci Wilbon x6556

Committee(s) of Purview: City Utilities Committee

Council Deadline: **March 14, 2005**

Committee Meeting Dates(s): **March 29 & March 30, 2005**

Full Council Date: **April 18, 2005**

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR OR DESIGNEE TO ENTER INTO AN APPROPRIATE CONTRACTUAL AGREEMENT WITH ROCKDALE PIPELINE, INC./INTEGRAL MUNICIPAL SERVICES JV, FOR FC-3005007840, MCDANIEL COMBINED SEWER BASIN PROJECT, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT IN AN AMOUNT NOT TO EXCEED NINETY THREE MILLION THREE HUNDRED TWENTY FOUR THOUSAND NINETY DOLLARS AND SIXTY CENTS (\$93,324,090.60). ALL CONTRACTED WORK FOR THE BASE YEAR IN THE AMOUNT OF THIRTY TWO MILLION SIX HUNDRED SIXTY THREE THOUSAND FOUR HUNDRED THIRTY ONE DOLLARS AND SEVENTY ONE CENTS (\$32,663,431.71) SHALL BE CHARGED TO AND PAID FROM FUND ACCOUNT AND CENTER NUMBERS: 2J27 (2001 WATER AND WASTEWATER BOND FUND), 574001 (FAC. OTHER THAN BUILDINGS), Q38I02659999 (MCDANIEL ST. SEWER SEPARATION) \$10,809,282.00 AND 2J28 (2004 WATER AND WASTEWATER BOND FUND), 574001 (FAC. OTHER THAN BUILDINGS), Q38I02659999 (MCDANIEL ST. SEWER SEPARATION) \$17,645,362.00 AND 2J28 (2004 WATER AND WASTEWATER BOND FUND), 574001 (FAC. OTHER THAN BUILDINGS), Q65J08209999 (MCDANIEL WATER LINE REPLACEMENT) \$4,208,787.71. THE SECOND AND FINAL YEARS SHALL BE CHARGED TO AND PAID FROM VARIOUS FUND ACCOUNT AND CENTER NUMBERS.

BACKGROUND

A Notice To Proceed for this project must be issued no later than May 1, 2005 in order to meet Consent Decree compliance requirements. The scope of work for this project consists of the separation of existing combined sewers and replacing existing water lines within the McDaniel Basin. The separation of existing combined sewers will involve constructing sixty-five thousand five hundred (65,500) linear feet of new separate sanitary sewers and approximately four hundred and one (401) manholes.

FINANCIAL IMPACT (if any) \$93,324,090.60

Mayor's Staff Only

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Received by Mayor's Office: _____ Reviewed by: _____

(date) (initials) (date)

Submitted to Council: _____

(date)

Action by Committee: _____ Approved _____ Adversed _____ Held _____ Amended

_____ Substitute _____ Referred _____ Other

BE IT FURTHER RESOLVED, that the Chief Procurement Officer is hereby directed to prepare an appropriate Agreement for execution by the Mayor, to be approved by the City Attorney as to form.

BE IT FURTHER RESOLVED, that the term of the Agreement shall be for a period of eight hundred forty-eight (848) calendar days for substantial completion and nine hundred thirty-eight (938) calendar days for full completion at the sole discretion of the City.

BE IT FURTHER RESOLVED, that this Agreement shall not become binding on the City, and the City shall incur no liability upon same until such agreement has been executed by the Mayor and delivered to the contracting party.

BE IT FINALLY RESOLVED, that all services for said contracted work for the base year of the Agreement in the amount of Thirty Two Million Six Hundred Sixty Three Thousand Four Hundred Thirty One Dollars and Seventy One Cents (\$32,663,431.71) Shall be charged to and paid from fund account and center numbers: 2J27 (2001 Water and Wastewater Bond Fund), 574001 (Fac. Other Than Buildings), Q38I02659999 (McDaniel St. Sewer Separation) \$10,809,282.00 and 2J28 (2004 Water and Wastewater Bond Fund), 574001 (Fac. other than buildings), Q38I02659999 (McDaniel St. Sewer Separation) \$17,645,362.00, and 2J28 (2004 Water and Wastewater Bond Fund), 574001 (Fac. Other Than Buildings), Q65J08209999 (McDaniel Water Line Replacement) \$4,208,787.71. The second and final years shall be charged to and paid from various Fund Account and Center Numbers.

LEGISLATIVE SUMMARY

TO: CITY UTILITIES COMMITTEE

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR OR DESIGNEE TO ENTER INTO AN APPROPRIATE CONTRACTUAL AGREEMENT WITH ROCKDALE PIPELINE, INC./INTEGRAL MUNICIPAL SERVICES JV, FOR FC-3005007840, MCDANIEL COMBINED SEWER BASIN PROJECT, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT IN AN AMOUNT NOT TO EXCEED NINETY THREE MILLION THREE HUNDRED TWENTY FOUR THOUSAND NINETY DOLLARS AND SIXTY CENTS (\$93,324,090.60). ALL CONTRACTED WORK FOR THE BASE YEAR IN THE AMOUNT OF THIRTY TWO MILLION SIX HUNDRED SIXTY THREE THOUSAND FOUR HUNDRED THIRTY ONE DOLLARS AND SEVENTY ONE CENTS (\$32,663,431.71) SHALL BE CHARGED TO AND PAID FROM FUND ACCOUNT AND CENTER NUMBERS: 2J27 (2001 WATER AND WASTEWATER BOND FUND), 574001 (FAC. OTHER THAN BUILDINGS), Q38I02659999 (MCDANIEL ST. SEWER SEPARATION) \$10,809,282.00 AND 2J28 (2004 WATER AND WASTEWATER BOND FUND), 574001 (FAC. OTHER THAN BUILDINGS), Q38I02659999 (MCDANIEL ST. SEWER SEPARATION) \$17,645,362.00 AND 2J28 (2004 WATER AND WASTEWATER BOND FUND), 574001 (FAC. OTHER THAN BUILDINGS), Q65J08209999 (MCDANIEL WATER LINE REPLACEMENT) \$4,208,787.71. THE SECOND AND FINAL YEARS SHALL BE CHARGED TO AND PAID FROM VARIOUS FUND ACCOUNT AND CENTER NUMBERS.

Council Meeting Date:	April 18, 2005
Legislation Title:	FC-3005007840, McDaniel Combined Sewer Basin Project,
Requesting Dept.:	Department of Watershed Management
Contract Type:	Construction
Source Selection:	Pursuant to City of Atlanta Procurement and Real Estate Code Section 2-1188 Competitive Sealed Bidding
No. Invitations Mailed:	Seven (7) Pre-Qualified Bidders under Request for Qualification FC-3004007805
Bids Due:	March 23, 2005
Pre-Qualified Bidders:	Morgan Contracting/Lennut & Company/Willis Professional Services JV W.L. Hailey/Metals & Materials Engineers, LLC JV John D. Stephens, Inc. and MC Precast, Inc. JV Rockdale Pipeline, Inc. /Integral Municipal Services (IMS) JV Ruby-Collins/Reynolds/EPR JV Garney/Tri-Tech JV Roland Pugh Construction/Thrasher Contracting JV

Bidders: Rockdale Pipeline Inc./Integral Municipal Services
\$93,324,090.60
John D. Stephens, Inc./MC Precast, Inc. JV
\$115,402,220.75

Background: The scope of work for this project consists of the separation of existing combined sewers and replacing existing water lines within the McDaniel Basin. The separation of existing combined sewers will involve constructing sixty- five thousand five hundred (65,500) linear feet of new separate sanitary sewers and approximately four hundred and one (401) manholes.

Justification: **This is a Consent Decree project. A Notice To Proceed for this project must be issued no later than May 1, 2005 in order to meet Consent Decree compliance requirements.**

Term of Contract: Eight Hundred Forty-Eight (848) calendar days for substantial completion and Nine Hundred Thirty-Eight (938) calendar days for full completion.

Contract Value: Unit prices in an amount not to exceed phased funded periods over the duration of the project (See attached Draft Bid Agreement sections 9 and 10, pages 8 – 9.

Fund Account Centers: Shall be charged to and paid from fund account and center numbers: 2J27 (2001 Water and Wastewater Bond Fund), 574001 (Fac. Other Than Buildings), Q38I02659999 (McDaniel St. Sewer Separation) and 2J28 (2004 Water and Wastewater Bond Fund), 574001 (Fac. other than buildings), Q38I02659999 (McDaniel St. Sewer Separation) and 2J28 (2004 Water and Wastewater Bond Fund), 574001 (Fac. Other Than Buildings), Q65J08209999 (McDaniel Water Line Replacement) the second and final years shall be charged to and paid from various Fund Account and Center Numbers.

Prepared By: Staci M. Wilbon

Contact Number: (404) 330-6556

**CONTRACTOR DRAFT AGREEMENT
SECTIONS 9 & 10**

**FC-3005007840,
MCDANIEL SEWER BASIN**

- d). Cancellation of the eligible project.

9.

The City agrees to pay Contractor for the Work performed pursuant to this Agreement on a phased funded basis for an amount not to exceed that amount stated in the Bid Schedule, hereinafter attached as Exhibit A _____ Dollars.

This project will be funded in phases over the duration of the project. The initial and each subsequent funding period shall not exceed twelve (12) months. The Agreement or Agreement awarded for this project will terminate immediately and absolutely at such time as the appropriated or otherwise unobligated funds are not longer available to satisfy the obligations of the City. Agreement or Agreements awarded for this project will not create a debt of the City for the payment of any sum beyond the initial funding phase after execution, or in the event of subsequent funding phases, beyond said phase.

This project will be funded in phases over the duration of the project. The initial and each subsequent funding period shall not exceed twelve (12) months. This Agreement will terminate immediately and absolutely at such time as the appropriated or otherwise unobligated funds are no longer available to satisfy the obligations of the City. This Agreement does not create a debt of the City for the payment of any sum beyond the initial funding phase after execution, or in the event of subsequent funding phases, beyond said phase.

The City is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during City's then current fiscal year.

- a. This Agreement and any renewal thereof shall terminate absolutely and without further obligation on the part of the City at the close of the initial funding period and at the close of each succeeding phased funding term for which the Agreement may be renewed subject to the provisions of O. C. G. A., Section 36-60-13.
- b. This Agreement states the City's total obligation for the initial funding period and further states the extent of the City's obligation in each succeeding phased funding term of this Agreement, if renewed.
- c. Notwithstanding anything contained in the Agreement, the City's obligation to pay compensation provided under this Agreement and any renewal shall be subject to the City's annual appropriations of funds for the services procured under this Agreement by the City's governing body and such obligation shall not constitute a pledge of the City's full faith and credit within the meaning of any constitutional debt limitation. The City's Representative shall deliver written notice in the event the City does not intend to budget funds for the succeeding renewal term.

- d. Notwithstanding anything contained in this Agreement, if sufficient funds have not be appropriated by the City to support continuation of this Agreement for an additional renewal term, this Agreement shall terminate absolutely and without further obligation on the City's part whatsoever. The City shall give notice of such termination in accordance with the Termination provisions of this Agreement.
- e. The amounts of the annual obligation as represented by the following percentages of the total Agreement values represent the City's estimated annual funding obligation based on the City's perception of the probable cash flow requirements for the project. If sufficient funds are available, this Agreement will be amended at the beginning of each renewal year to adjust the amount of money obligation based on the Contractor's current schedule and cash flow projections. The cash flow projections will be determined by the Engineer from an evaluation of the Contractor's periodic schedule updates, submitted in accordance with the requirements of the Special Conditions of the Agreement Documents:

<u>Contract Period</u>	<u>Total Obligation (as a percentage of Agreement Price)</u>
For the calendar year of execution	35
If renewed (the following calendar year)	50
If renewed (the second following calendar year)	Balance

10.

The terms of the Agreement shall be for a period not to exceed one (1) year and will terminate absolutely and without further obligation on the part of the City at the close of the calendar year (December 31st) in which it is executed and the close (midnight December 31st) of each succeeding calendar year for which it is renewed. The Agreement will contain two (2) annual renewable options at the sole discretion of the City. Contractor shall commence the Work within ten (10) calendar days after receipt of Notice to Proceed and shall substantially complete the Work within eight hundred forty-eight (848) calendar days and fully complete the Work within nine hundred thirty-eight (938) calendar days.

11.

Contractor, by the execution of this Agreement, acknowledges that it is possessed of that degree of care, learning, skill, and ability which is ordinarily possessed by other members of its profession and further contracts that in the performance of the duties herein set forth, it will exercise such degree of care, learning, skill and ability as is ordinarily employed by Contractor under similar conditions and like circumstances and shall perform such duties without neglect.



CITY OF ATLANTA

SHIRLEY C. FRANKLIN
MAYOR

55 TRINITY AVENUE, SUITE 5400
ATLANTA, GEORGIA 30335-0312
OFFICE (404) 330-8081

DEPARTMENT OF
WATERSHED MANAGEMENT

ROBERT J. HUNTER
COMMISSIONER

To: Adam L. Smith, Chief Procurement Officer
Department of Watershed Management

From: *Robert J. Hunter*
Robert J. Hunter, Commissioner
Department of Watershed Management

Subject: **LEGISLATIVE REQUEST**
FC-3005007840, McDaniel Basin Sewer Separation

Date: March 23, 2005

Attached hereto is the Certified Bid Tabulation prepared by the Department of Watershed Management for the subject project. A bid was received from two of the contractors pre-qualified by the Department of Procurement.

The Department of Watershed Management does not wish to accept the Additive Alternate Bid under Section 4 as the amount is higher than our estimate for this item

It is my recommendation the Construction Agreement for the project is awarded to Rockdale Pipeline/Integral Municipal Services, Inc., A Joint Venture, the most responsive and responsible bidder, in the amount of \$93,324,090.60. Please note that, in accordance with Sections 9 and 10 of the Draft City Contractor Agreement, this project is to be funded on an annual basis with provisions for the City to renew the Agreement for subsequent years subject to the availability of sufficient funding. The Draft City Contractor Agreement provides Phase Funding of the Agreement Price for the calendar year of execution. The Draft City Contractor Agreement includes a projection of the probable cash flow requirements for each year of the project. The projected cash flow amount for 2005 represented in the Draft City Contractor Agreement is 35%, which equates to a funding requirement in 2005 of \$32,663,431.71.

Adam L. Srnith
March 23, 2005
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Funds are currently available for this project as follows:

2J27 574001 Q38I02659999 - \$10,809,282.00
2J28 574001 Q38I02659999 - \$17,645,362.00
2J28 574001 Q65J08209999 - \$5,063,000.00

For 2005, the project funding of \$32,663,431.71 should be allocated as follows:

2J27 574001 Q38I02659999 - \$10,809,282.00
2J28 574001 Q38I02659999 - \$17,645,362.00
2J28 574001 Q65J08209999 - \$4,208,787.71

The McDaniel Basin Sewer Separation is a project required by the City of Atlanta's Consent Decree with the Georgia Environmental Protection Division, U. S. Environmental Protection Agency and the Upper Chattahoochee Riverkeeper. Under the requirements of the Consent Decree, the City must issue the Notice to Proceed for this project on or before May 1, 2005. The cooperation provided by Ms. Cathy Martin and Ms. Staci Wilbon to help meet this critical schedule is sincerely appreciated.

If you have any questions concerning this matter, please feel free to contact Sabrina Dolores Watts, Watershed Manager, Procurement Division, at (404) 330-6955.

RJH:gb

cc: Sheila C. Pierce
George D. Barnes
Sabrina Watts
Cathy Martin
Dan Walling
Marcia Hurd-Wade
Pati McMahon



CITY OF ATLANTA

SHIRLEY FRANKLIN
MAYOR

OFFICE OF CONTRACT COMPLIANCE
55 TRINITY AVENUE, S.W. SUITE 1700
ATLANTA, GEORGIA 30303
OFFICE (404) 330-6010
FAX (404) 658-7359

MEMORANDUM

TO: Adam L. Smith, Chief Procurement Officer
Department of Procurement

FROM: Hubert Owens, Acting Director *HO*
Office of Contract Compliance

DATE: March 23, 2005

RE: **Recommendation for FC 3005007840, McDaniel Basin Sewer Separation**

The Office of Contract Compliance has reviewed the two (2) bids for minority and female business enterprise participation. Both Joint Venture teams are eligible under Section 2-1449(a)(2)(C) of the Equal Business Opportunity Code of Ordinances and have been deemed responsive by the Office of Contract Compliance. For your information, they have committed to utilizing AABEs and FBEs as indicated below:

Rockdale Pipeline, Inc./Integral Municipal Services a JV

Integral Municipal Services, Inc.	AABE 14%
Watershed-Solutions, LLC	FBE 18%
Aiken Global Environmental Services, LLC	AABE 1%
Metro-Petroleum, Inc.)	AABE 2%
Participation Total	35%

John D. Stephens/MC Precast, Inc. a JV

MC Pre-cast, Inc.	AABE 17%
Tri-Tech Associates	FBE 12%
Georgia Underground Pipe & Construction	FBE .09%
C & S Paving	FBE 4%
Participation Total	33.09%

If you have questions, please contact me at (404) 330-6010 or Bruce T. Bell at (404) 330-6009.

CC: File
Staci Wilbon, DOP